

AGREEMENT

Between

THE TOWN OF LYNNFIELD

And the

**LYNNFIELD LIBRARY STAFF ASSOCIATION
LOCAL 4928, MLSA, AMERICAN FEDERATION OF TEACHERS (AFT)
AFT MASSACHUSETTS, AFL-CIO**

July 1, 2022 - June 30, 2025

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PREAMBLE

This Agreement entered into by the Town of Lynnfield, hereinafter referred to as the Employer and the Lynnfield Library Staff Association, Local 4928, MLSA, AFT Massachusetts, AFL-CIO hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations; peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 **RECOGNITION**

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all full-time and regular part-time employees of the Town of Lynnfield Public Library, and excluding the Director of the Library, Library pages, and all managerial and confidential employees. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition in the Agreement.

ARTICLE 2 **UNION DUES**

2.1 The Union dues of employees covered by this Agreement will be deducted each week by the Employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of dues, and presents it to the Treasurer of the Town in accordance with the provisions of Section 17A of Chapter 180 of the General Laws, as amended. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the Town Treasurer from time to time. The form attached hereto as Appendix D shall be used for authorization of dues deductions.

2.2 The Town Treasurer shall transmit promptly each week to the Union Treasurer the deducted Union dues, together with a list of the employees from whose wages such Union dues shall have been deducted. And the Town Treasurer shall require of the Union Treasurer such bond and in such form as shall satisfy the Town Treasurer in accordance with the provisions of Section 17A and 17G of Chapter 180 of the General Laws.

ARTICLE 3
NON-DISCRIMINATION

3.1 There shall be no discrimination by either party to this Agreement against any employee because of any of the reasons protected by Chapter 151 B of the Massachusetts General Laws or because of activity or membership in the collective bargaining unit. The parties further agree that there will be no discrimination against any employee for adherence to any provision of this collective bargaining agreement, or membership or non-membership in the Union.

ARTICLE 4
GRIEVANCE PROCEDURE

4.1 Grievance Procedure In the event of a grievance between the employees and the Town, the representatives of both agree to make prompt and earnest efforts to settle the matter. For purposes of this Agreement, a grievance shall be defined as any dispute between the Town and the Association and/or a member of the unit covered by this Agreement involving the interpretation or application of a specific provision of this Agreement. Except as provided in Section 3 hereof, all grievances shall be handled as follows:

STEP 1: The employee, with a union representative if he/she so desires, shall take up the grievance in writing with the Library Director within five (5) days of the occurrence or failure of occurrence giving rise to the grievance. Any grievance not timely filed at this step shall be null and void. The written grievance must contain the following information:

- a. a concise statement of the "grievance" including the date filed with the Library Director;
- b. a statement of the remedial action or relief sought;

- c. a statement of reasons why the aggrieved believes the remedy should be granted;
- d. the name or names of the employees aggrieved.

The Library Director shall attempt to adjust the matter and shall respond in writing within five (5) days of receipt of the written grievance. If the grievance is not satisfactorily resolved at this step:

STEP 2: It may be appealed in writing within five (5) days after the Library Director's response is due to the Board of Selectmen. The Board of Selectmen or its designated representative shall give its written answer within thirty (30) days of its receipt of the grievance. If the grievance is not satisfactorily resolved at this step:

STEP 3: It may be appealed to arbitration by written notice of such intention to appeal given the Board of Selectmen within fifteen (15) days after the receipt of the written answer under Step 2. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article 5.

4.2 A grievance not initiated within the time limit specified shall be deemed waived. Failure of the employee or the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the Town's last position and shall not be eligible for further appeal. Failure of the Town or its agents to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual written agreement of the parties. No grievance carried forward by an individual will be settled in a manner inconsistent with any specific provisions of this Agreement.

4.3 In the event the Town submits a grievance it shall be discussed between the Union and the Board of Selectmen or its duly authorized representative. If not resolved, it may be submitted forthwith by either party to arbitration.

4.4 No employee shall be able to submit a grievance to arbitration, that right being reserved solely to the Town and the Union.

4.5 No reprisals of any kind will be made by the Town against any party in interest or any participant in the grievance procedure by reason of such participation.

ARTICLE 5
ARBITRATION

5.1 In the event either party elects to submit a grievance to arbitration, the parties shall select an impartial arbitrator through the American Arbitration Association or the Massachusetts Board of Conciliation and Arbitration and the arbitration shall be conducted in accordance with the rules off the AAA or the MBCA, whichever is applicable.

5.2 The decision of the arbitrator shall be rendered within fifteen (15) days of the completion of the arbitration hearings; but such period may be extended by mutual agreement of the parties hereto. The award of the arbitrator shall be final and binding on the parties and the expense of the arbitration shall be shared equally. The arbitrator shall have no right to add to, subtract from or in any way alter the provisions of this Agreement. Furthermore, the arbitration award shall be one such as is permitted by law.

ARTICLE 6
MANAGEMENT RIGHTS

6.1 During the term hereof this document is the complete Agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by this Agreement only and that except as directly modified by express language in a specific provision of the Agreement, all rights and powers that it has or may hereinafter be granted by law in managing the Department and directing the working force are retained by the Town in its sole discretion and are not subject to the grievance procedures herein. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Board of Selectmen shall not be under any obligation to discuss or negotiate any modifications or additions to this Agreement during the term hereof. If the parties mutually agree to alter or add to the Agreement, such change will not be effective until reduced to writing and duly executed by the respective representatives of both parties.

ARTICLE 7
HOURS OF WORK

7.1 The normal work week for full-time employees shall consist of thirty-five (35) hours.

7.2 The specific hours to be worked by full-time as well as part-time employees shall be set by the Director on a weekly basis.

7.3 Employees covered by this Agreement shall be allowed one (1) fifteen (15) minute break during every three and one-half (3 1/2) hours worked. The provisions of this paragraph shall not be used to alter (shorten or lengthen) an employee's work schedule.

7.4 On a weekly basis, employees shall be required to sign a time card that indicates the hours that they worked during the preceding seven (7) days.

7.5 Library Closing.

a. In the event the Library is closed due to weather conditions, Town Meeting, or other circumstances not specified in 26.1 below, those employees scheduled to work shall be paid for their scheduled hours.

1. In addition, on a day when the Library is closed solely due to a lack of staffing, all employees who report to work or are notified by the Town not to report to work shall be paid.

2. An employee who has taken Personal Leave, Sick Leave or Vacation Leave on the date of closure, shall not have the Personal Leave, Sick Leave or Vacation Leave deducted from their current personal leave balance, unless it is determined that closure of the Library was solely due to a lack of staffing.

b. In the event Library is closed under the provisions of this article, an employee normally scheduled to work on the date of closure shall not be required to work from home. Any employee, who with the knowledge and consent of the Library Director or his/her designee works from home on a day when the library is closed shall receive compensatory time at the rate of time and one half and for all hours worked or any portion thereof.

7.6 The Lynnfield Public Library may be open throughout the year Monday through Thursday from 9:00 a.m. until 9:00 p.m., and on Friday from 9:00 a.m. to 5:00 p.m., and The Lynnfield Public Library may be open on Saturdays throughout the year including the summer, which for the purposes of this agreement shall be defined as the period between Memorial Day weekend through and including Labor Day weekend, with the following exceptions:

a. The Lynnfield Public Library shall remain closed on the Saturday of Memorial Day weekend, 4th of July weekend, and Labor Day weekend. The weekend closing on the 4th of July weekend shall be either the weekend of, or the weekend before or after the observance of the holiday as determined by the Library Director. The Library Director shall notify the Union in writing and provide notice to the general public on the decision of the 4th of July weekend closing each year, and no later than April 15th.

b. The Lynnfield Public Library shall be open on Saturdays throughout the year from 9:00 a.m. to 5:00 p.m.

7.7 With the implementation of extended hours on Monday through Thursday, and the new Saturday hours during the summer the parties agree that the current shift rotation shall continue and no member of the Union employed at the Lynnfield Public Library will be required to work more than one (1) evening shift each week, and more than one (1) Saturday shift during each four (4) week rotation of the current schedule throughout the year, however the parties further agree that this shall not apply to someone hired specifically to work only on Saturdays as a member of the Children's Library staff.

7.8 A member of the Union employed at the Lynnfield Public Library shall be allowed to exchange, give away, or swap any hours that they are scheduled to work on a Saturday during the summer provided that such exchange, give away, or swap is done with another Union member and it does not create an overtime opportunity that would not otherwise exist. The parties also agree that the intent in allowing employees to exchange, give away, or swap of work hours during the summer is not to allow them to permanently alter their work schedule.

7.9 All members of Union who are employed at the Lynnfield Public Library shall be compensated at their appropriate hourly rate of pay and for all hours worked on a Saturday in the summer, including all hours which qualify for overtime pay.

7.10 All members of the Union who are employed by the Lynnfield Public Library shall not be made to take time off during the regular work week to compensate for any hours worked on a Saturday in the summer.

7.11 The parties agree that the current practice which requires the presence of three (3) staff members to open the Lynnfield Public Library and to keep it open throughout the day shall continue, and that the Town's proposal to open the library on Saturdays during the summer shall not include a requirement for the presence of a fourth staff member (a Children's Library staff member) to open the building.

7.12 The Employer agrees to fund and restore the Assistant Director position effective September 1, 2012 with the understanding that in addition to their normal Saturday Reference rotation, when not scheduled to work, the Assistant Director shall be available and on call to cover any vacancy in the Reference section which occurs on a Saturday in the summer and is not covered by a Department Head.

7.13 Working From Home. It is agreed and understood that all members of the bargaining unit will normally perform their duties in person at the public library. If the public library is closed due to unforeseen circumstances and for an extended period, then the Town may require members of the bargaining unit to temporarily perform their duties from home. While working from home normal work hours/schedules will apply. The Town agrees to provide employees with the appropriate and necessary technology to work from home.

ARTICLE 8
OVERTIME

8.1 Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times their regular rate of pay for hours worked in excess of forty (40) during a particular work week, or if the employees shall so request, they shall be granted compensatory time off calculated at the rate of one and one-half (1 1/2) hours for each hour worked in excess of the normal work day or work week.

8.2 Employees who have left their place of employment on completion of their assigned work schedule who are recalled for overtime work before their next scheduled starting time shall be guaranteed a minimum of four (4) hours of overtime pay.

ARTICLE 9
UNION BUSINESS

9.1 The Union shall furnish the Employer with a written list of Union Stewards and other representatives immediately after the designation of such representatives. The Union shall notify the Employer of any changes in the list of representatives.

9.2 The Union Stewards and other representatives shall be granted a reasonable amount of time off during working hours, without loss of pay, to investigate and settle grievances.

9.3 At the discretion of the Library Director, the chairperson of the Association may be released from his/her duties with pay for up to one (1) day per year to attend a statewide union meeting.

ARTICLE 10
VACATION LEAVE

10.1 Vacation Leave entitlement for all employees who work 20 hours or more shall begin accruing Vacation Leave from and after his/her date of hire. The rate of accrual will be 5.83 hours per month for paraprofessionals and professional employees shall accrue vacation time at the rate of 11.66 hours per month. Upon completion of six (6) months of service an employee shall be entitled to use their accrued Vacation Leave, and as of July 1st after the employee's date of hire an employee shall be entitled to use the remainder of their accrued Vacation Leave according to the schedule listed below. In each subsequent year of employment an employee shall be entitled to Vacation Leave accrued according to the schedule listed below, as of July 1st. Part time employees shall accrue Vacation Leave on a pro-rata basis. Up to two weeks of unpaid Vacation Leave may be taken by employees working under 20 hours per week. Vacation time shall accrue according to the following schedule:

Years of Service	Paraprofessional	Professional
0-4	70 Hours	140 Hours
5-9	105 Hours	140 Hours
10-19	140 Hours	140 Hours
20 Years or More	175 Hours	175 Hours

10.2 Vacation Leave accrued on July 1 of each year shall be used in the twelve (12) month period thereafter, and may not be carried beyond the following June 30 without the written agreement of the Library Director.

10.3 Employees shall be permitted to take their Vacation Leave subject to the scheduling needs of the Library, as determined by the Library Director, however such requests shall not be unreasonably denied.

a. An Employee wishing to take vacation leave shall provide the Library Director with prior notice:

VACATION REQUESTED	PRIOR NOTICE
1 Day	24 Hours
2 Days	24 Hours
3 - 4 Days	48 Hours
5 or More	72 Hours

b. Under extenuating circumstances the prior notice provision of this section may be waived at the discretion of the Library Director.

c. Whenever a conflict arises in scheduling Vacation Leave preference shall be given on the basis of seniority.

10.4 Upon the death of an employee, payment shall be made in an amount equal to the Vacation Leave allowance the employee earned as of the preceding July 1st and had not taken, plus a further allowance of seven (7) hours for each full month between the preceding July 1 and the date of the employee's death. In no event, however, shall such further allowance exceed the amount of Vacation Leave to which the employee would have been entitled as of the following July 1 pursuant to the schedule contained in Section 1.

If an employee dies while employed by the Town, the Library Director, with the approval of the Town Accountant, will authorize payment in the following order of precedence:

a. To the surviving beneficiary(ies), if any, which the employee had listed with the Essex County Retirement Board.

b. If there is no such surviving beneficiary(ies), then to the estate of the deceased employees.

10.5 Persons who resign after giving two (2) weeks notice, who enter military service for a period of not less than six (6) months, or whose services are terminated by dismissal (except for cause), shall be paid for any Vacation Leave that they earned as of the preceding July 1st but had not used.

10.6 When a paid holiday for which the employee is eligible occurs during an employee's vacation period, the paid holiday shall not be counted as Vacation Leave.

10.7 Vacation Leave must be taken in increments of no less than two (2) hours.

10.8 Employees will not be required to find a replacement worker to cover Saturday hours when they are taking vacation time.

10.9 Effective on July 1, 2019, employees who through no fault of their own are unable to use all of their Vacation Leave may elect to buy back up to one (1) week of Vacation Leave each year. Any employee who elects to buy back his/her unused Vacation Leave shall provide written notice to the Library Director of their intent to do so no later than June 1st, and payment shall be made to the employee no later than June 30th.

ARTICLE 11
PAID HOLIDAYS

11.1 The following holidays shall be paid holidays for all full-time employees of the Library:

New Year's Day	Labor Day
Dr. Martin Luther King Jr. Day	Columbus Day
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Juneteenth	1/2 Day Before Christmas Day
Independence Day	Christmas Day

An employee shall be given a day off with pay on the day upon which it is observed.

11.2 Any employee obliged to work on the day of observance of any of the above holidays, except the 1/2 day before Christmas, shall receive both regular compensation for the holiday and, at the choice of the employee, either additional time off at the rate of time and one-half (1-1/2) for the number of hours worked, or additional pay at the rate of time and one-half (1-1/2) for the number of hours worked. An employee obliged to work on the 1/2 Day before Christmas shall receive regular compensation for the holiday and, at the choice of

the employee, either straight time pay for the hours worked or compensatory time (at a straight time rate) for those hours.

11.3 When the day of observance of one of the above holidays occurs on an employee's regular day off, the employee shall receive, at the choice of the employee, either regular compensation for the holiday or compensatory time off.

11.4 All part time employees shall be granted holiday pay for any holiday that occurs on a regularly scheduled shift for said employees. Holiday pay will be the number of hours the employee is scheduled to work on the day the holiday is observed.

ARTICLE 12 **PERSONAL LEAVE**

12.1 Each full-time employee of the Library shall be allowed twenty-one (21) hours of paid Personal Leave during each fiscal year. An employee wishing to take personal leave must provide the Library Director with at least twenty-four (24) hours' prior notice unless an emergency renders the provision of such notice impossible.

ARTICLE 13 **SICK LEAVE/SICK LEAVE BANK**

13.1 Sick Leave. After one hundred and twenty (120) calendar days of service, full-time employees earn sick leave at the rate of 8.75 hours for each month worked. Part-time employees, who work 20 or more hours per week, earn sick leave on a pro rata basis. Sick leave not used in any year may be accumulated up to a maximum accumulation of fourteen hundred (1400) hours. Upon completion of her/his first one hundred and twenty (120) days of service, an employee shall be credited with thirty-five (35) hours of sick leave for that period and part-time employees shall be credited on a pro rata basis.

13.2 Upon termination of employment, employees shall not be entitled to any direct or indirect payment for unused sick leave. Notwithstanding the above, upon the retirement of an employee pursuant to M.G.L. c32, the employee shall be entitled to cash payment for twenty percent (20%) of his/her accumulated unused sick leave hours at his/her then current daily rate. In no event, however, shall an employee be paid for more than two hundred and twenty-five (225) hours.

13.3 Sick leave will be granted to employees only under the following conditions:

- a. When incapacitated by sickness or injury.
- b. When, because of exposure to contagious disease, the presence of the person at work would jeopardize the health of others.
- c. Family illness. Five (5) days of sick leave may be used each contract year to care for family members who are ill.

Subject to the approval of the Director, employees shall be allowed to use accrued sick leave for the purpose of medical and dental appointments.

13.4 Injury, illness or disability that is self-inflicted, or that results from the use of alcohol, or from the use of drugs that are not taken as medically prescribed treatment, will not be considered a proper claim for sick leave benefits.

13.5 With the Department Head's approval, vacation time may be converted to sick leave if no sick leave time is available.

13.6 Unauthorized absence or abuse of sick leave are grounds for disciplinary action up to discharge.

13.7 After an employee has accumulated four (4) incidences of absence due to illness in a fiscal year, the Library Director may require that he/she submit a doctor's certificate of illness upon the day that he/she returns from any additional absence due to illness. An "incidence of absence due to illness", for purposes of the above sentence, shall mean any continuous absence due to illness of one (1) day or more.

13.8 If an employee is injured while performing his/her duty, and such injury is covered by Workers' Compensation, the employee shall be granted and charged for sick leave to the extent of the difference between the amount paid in Workers' Compensation and his/her regular rate. When an employee files a claim for Workers' Compensation, he/she will be allowed to use accumulated sick leave during the period that the claim is pending, and before that claim is paid, provided that he/she executes a stipulation authorizing the Workers' Compensation insurer to pay directly to the Town any Worker's Compensation payments attributable to the period during which he/she used such accumulated sick leave. The employee will subsequently be re-credited with sick leave representing the amount of the Workers' Compensation payments received by the Town.

13.9 A full-time employee who does not use any sick leave during a particular calendar quarter (January 1 through March 31, April 1 through June 30, July 1 through September 30, October 1 through December 31) shall be granted seven (7) hours of paid Personal Leave. In no event, however, will an employee be allowed to earn more than twenty-one (21) hours of said personal leave pursuant to this section during any fiscal year.

13.10 Sick Leave Bank (SLB). It is the parties' intent to establish and administer a Sick Leave Bank (SLB) for the members of the bargaining unit, and to pool a portion of the Sick Leave allowances granted under this Agreement to provide for continued payment of Employees with catastrophic or prolonged illnesses or injury.

a. Establishment of the Sick Leave Bank. A Sick Leave Bank (SLB) shall be established effective July 1, 2020. With the establishment of the Sick Leave Bank, and no later than July 31, 2020, the Town of Lynnfield agrees to make a one-time contribution of twenty-five (25) days of Sick Leave to establish the SLB.

b. Participation in the Sick Leave Bank. Participation in the Sick Leave Bank shall be voluntary. An Employee wishing to participate in the SLB agrees that:

- 1.** If eligible, to maintain short-term/long-term disability insurance coverage as a condition for entry into and participation in the SLB; and
- 2.** Upon entry into the Sick Leave Bank he/she will contribute two (2) days of his/her accrued Sick Leave to the SLB; and
- 3.** He/she may be required to contribute additional days of his/her accrued Sick Leave to replenish the SLB; and
- 4.** He/she shall not be allowed to draw upon days from the Sick Leave Bank until after the one (1) year anniversary of their entry into the SLB; and
- 5.** He/she must voluntarily elect to participate in the SLB, in writing, by sending an electronic e-mail to the Library Director and the Union Chapter Chairperson and no later than June 15th, or within two (2) weeks of his/her date of hire.

6. His/her election to participate in the SLB shall continue and remain in force through June 30th, and then from year to year (July 1st through June 30th) unless it is revoked in writing, by sending an electronic e-mail to the Library Director and the Union Chapter Chairperson no later than June 15th.

7. No days of Sick Leave previously contributed to the Sick Leave Bank shall be returned to an Employee who later voluntarily elects to leave the SLB.

c. Eligibility Requirements. In order to draw upon days from the Sick Leave Bank, an Employee must have exhausted all of his/her accrued paid leave granted under this Agreement. Whenever possible an Employee shall submit an application to draw upon days from the SLB, in writing, and at least two (2) weeks prior to the expiration of his/her accrued paid leave in order to expedite benefits. An e-mail to the Library Director with a copy to the Union Chapter Chairperson is sufficient. All applications must be accompanied by certification from the Employee's medical provider. The following criteria shall be used by the SLBC when determining the eligibility of an Employee to draw from the Sick Leave Bank, and in determining the amount of leave:

1. An Employee must submit written medical evidence, i.e. a medical provider's note, indicating the inability of the Employee to perform his/her duties. The medical evidence must include the specific nature of the illness or injury, and the date the Employee may expect to return to work.

2. An Employee must have exhausted all accrued days of paid leave in their Employee benefits, including but not limited to accrued Personal, Sick, and Vacation Leave.

3. If an Employee is eligible, they must produce documentation showing that they are maintaining short-term/long-term disability insurance coverage. If an Employee is not eligible, they must produce documentation showing that they have applied for and been denied short-term/long-term disability coverage.

4. An Employee's prior utilization of his/her Sick Leave.

5. An Employee's prior requests for and use of Sick Leave drawn from the Sick Leave Bank.

6. No days may be granted from the Sick Leave Bank for any reason other than that due to prolonged illness or injury of the Employee. Days may not be granted for the normal

or usual illness due to pregnancy, childbirth, or the recuperation there from, except when accompanied by a medical provider's note that said Employee could not perform the duties appropriate to his/her position because of unusual or abnormal complications occurred during such illness.

d. Sick Leave Bank Committee. A Sick Leave Bank Committee (SLBC) to consider eligibility for an Employee to draw upon the Sick Leave Bank shall be established. The SLBC shall consist of three (3) members including two (2) members appointed by the Union, and the Library Director. Upon receipt of a request to draw upon days from the Sick Leave Bank, the SLBC shall meet within five (5) calendar days to consider the request, and will issue a decision, in writing, to the Employee within two (2) calendar days. In the event a vote of the SLBC results in a denial when considering the eligibility of an Employee to draw upon days from the Sick Leave Bank, the Employee may appeal the decision of the SLBC directly to the Town Administrator. The Employee shall submit the grounds for his/her appeal in writing, by electronic e-mail, and within five (5) calendar days to the Town Administrator. The Town Administrator shall review all relevant facts provided, consider the eligibility requirements below, and issue a decision, in writing, by electronic e-mail to the Employee with a copy to the Library Director and the Union Chapter Chairperson within five (5) calendar days. The decision of the Town Administrator shall be final and not be subject to the grievance and arbitration provisions of this Agreement, provided his/her decision is not arbitrary or capricious.

e. Upon compliance with 14.10 b and c above by an Employee, the SLBC shall issue a grant of days from the Sick Leave Bank reserves. The initial grant shall be no less than five (5) days and no more than thirty (30) days. The Sick Leave Bank Committee may allow for additional grants of up to thirty (30) days (i.e., a maximum of sixty (60) days) in any given contract year under extenuating circumstances. Payments for days drawn from the Sick Leave Bank shall be equivalent to the Employee's regular daily compensation.

f. In the event an Employee needs additional days then 14.10 d and e above may be reapplied, up to a maximum of ninety (90) days per illness/injury.

g. Replenishment of the SLB. Any unused Sick Leave remaining in the Sick Leave Bank at the end of any fiscal year shall be automatically carried over to the next fiscal year. The Sick Leave Bank shall at all times maintain a minimum of fifty (50) days in reserve. If the number of days falls below the minimum then each Employee will contribute one (1) additional day. Normally, the total number of Sick Leave days in reserve shall not exceed a maximum one hundred (100) days. In the event applying the terms of this paragraph would cause the bank to remain below the minimum specified above, the provisions of this paragraph may be reapplied. In the event applying the terms of this paragraph would cause the bank to exceed the maximum specified above, the provisions of this paragraph shall not be applied.

h. Information. The Town of Lynnfield shall make available to the Union upon request the current balance of the Sick Leave Bank, as well as a detailed list of all donations/assessments to and withdrawals from the Sick Leave Bank.

ARTICLE 14
FAMILY MEDICAL LEAVE ACT (FMLA)
PARENTAL LEAVE
SMALL NECESSITIES LEAVE

14.1 Family and Medical Leave Act (FMLA). Eligible employees covered by this Agreement shall be entitled to leave in accordance with the provisions the Federal Family and Medical Leave Act, 29 U.S.C., Section 2601, (29 CFR 825), and may use his/her accrued paid leave for unpaid leave granted under this section.

14.2 Parental Leave. Eligible employees covered by this Agreement shall be entitled to Parental Leave in accordance with the provisions of M.G.L. c. 149, Section 105D, and may use his/her accrued paid leave for unpaid leave granted under this section. Leave granted under this section shall run concurrent with leave granted under the Family and Medical Leave Act.

14.3 Small Necessities Leave Act. Eligible employees covered by this agreement shall be entitled to leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, Section 52D. An employee may use his/her accrued paid leave for unpaid leave granted under this section provided the reason for such leave would normally have qualified for paid leave under this Agreement. Where an employee's accrued paid leave allowances has been exhausted such leave shall be unpaid.

ARTICLE 15
BEREAVEMENT LEAVE

15.1 In case of death in the employee's immediate family an employee will be granted leave without loss of pay for up to four (4) days for any time that they were scheduled to work within those days from the date of death or the requisite service, at the election of the employee. For purposes of this Article "immediate family" shall be defined to include the employee's husband, wife, children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, step parents, step children, or any person living in the employee's household on a permanent basis.

15.2 In the event of the death of an employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law or other relative not listed above, the employee will be granted leave without loss of pay up to one (1) day for any time that they were scheduled to work within those days from the date of death or the requisite service, at the election of the employee.

15.3 Additional bereavement leave may be granted by the Library Director under extenuating circumstances.

ARTICLE 16
JURY DUTY

16.1 All employees shall be allowed leave to fulfill jury duty. If the jury fees, exclusive of travel allowances, received by the employee for such jury shall be less than the regular pay the employee would have received from the town attributable to the specific days or portion of days the employee served on jury duty, the difference between said fees and regular pay shall be paid to such employee by the town. However, as a condition to receiving such payment, the employee agrees that if during such jury duty he/she is discharged during regular work hours, he/she will report to his/her supervisor for such work as may be assigned. An employee performing such jury duty and who desires the benefit of this article shall be required to present weekly to his/her department head a certificate by the court or any duly authorized court representative as to the time spent by the employee in such jury duty during such week.

ARTICLE 17
LEAVES OF ABSENCE

17.1 Any employee employed by the Town for one (1) year may apply for a leave of absence without pay.

17.2 Up to two (2) weeks leave of absence may be granted at the discretion of the Library Director. Requests for more than two (2) weeks of leave must be approved by the Board of Library Trustees. A long term (e.g. one year) leave will be granted only under unusual circumstances.

17.3 If a leave of absence is granted, benefits and seniority shall not accrue during the period of absence.

ARTICLE 18
JOB POSTING AND VACANCIES

18.1 When a position covered by this Agreement becomes vacant, and the employer intends to fill it, such vacancy will be publicized by the Director by means of a notice placed on the Bulletin Board as far in advance as possible. The qualifications for the position, its duties, and the closing date for filing applications will be stated. This notice of vacancy shall remain posted for at least seven (7) days. Interested employees may apply in writing for the position.

ARTICLE 19
SEVERABILITY

19.1 Should any provision of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

19.2 Should any provisions of this Agreement contain a conflict with a municipal personnel ordinance, by-law, rule or regulation or any statute listed in M.G.L. c.150E, Section 7, the terms of this Agreement shall prevail.

ARTICLE 20
SENIORITY

20.1 The length of service of the employee in the Lynnfield Public Library from date of initial employment, less any time off the payroll, shall define the employee's seniority. Employees re-employed shall receive credit for previous service after one (1) year of employment.

20.2 For the purposes of layoff, employees in non-professional and professional classifications shall be separated into two (2) groups: full-time and part-time. Any layoff of nonprofessional or professional employees within those two (2) groups shall be by seniority.

20.3 Any layoff of professional staff within these two groups will be by seniority unless the employee in the position being eliminated is unqualified to perform the duties performed by a less senior professional employee who would otherwise be bumped by the more senior professional employee. The determination as to the professional positions to be eliminated by layoff shall remain the sole prerogative of management. Employees laid off shall be recalled, within classification, in the inverse order in which they were laid off. Within the professional classifications, management retains the right to re-establish eliminated professional positions without regard to seniority.

ARTICLE 21
VOLUNTEERS

21.1 The volunteer program will continue in the library.

ARTICLE 22
PART-TIME BENEFITS

22.1 Part-time employees who average twenty (20) or more hours of work per week shall be entitled to the following benefits on a pro-rated basis (calculated by dividing their average weekly hours over the preceding year by thirty-five (35) and multiplying that fraction times the benefit to which a full-time employee with the same number of years of service would be entitled under the applicable article of this Agreement):

Vacation Leave	(Article 10)
Holidays	(Article 11)
Personal Leave	(Article 12)
Sick Leave	(Article 13)
Bereavement Leave	(Article 15)

22.2 Notwithstanding the above paragraph, part-time employees who were employed by the Library on August 17, 1994 and who were working fewer than twenty (20) hours per week as of that date shall be granted the benefits listed above, pro-rated according to the above-described calculation.

22.3 Effective with the ratification of the 2022-2025 collective bargaining agreement part-time employees who work fewer than twenty (20) hours per week shall be granted Bereavement Leave pro-rated according to the above-described calculation.

ARTICLE 23
MISCELLANEOUS

23.1 Library employees who are required by the Director to use their own automobiles in the performance of library functions shall be compensated for mileage at the standard mileage rate for business miles set annually by the Internal Revenue Service (IRS).

23.2 Library employees who elect to use an alternative form of transportation (e.g. Lyft, Uber, or a Taxi) in the performance of library functions required by the Director shall be reimbursed for mileage as provided in 24.1 above.

ARTICLE 24
PROBATION/JUST CAUSE

24.1 Employees shall serve a probationary period of six (6) months from date of initial hire. After completing the probationary period, employees shall not be suspended, discharged or lowered in rank or compensation except for just cause.

ARTICLE 25
TUITION REIMBURSEMENT

25.1 Effective July 1, 2019 the Town will provide reimbursement for the cost of work-related college courses, conferences, seminars, or workshops taken by a full-time employee, or by a part-time employee working twenty (20) hours or more per week who has worked at least one (1) year for the Town, subject to the following limitations:

- a. College Courses.** Reimbursement for college courses shall be limited to one (1) course per employee/per semester up to two thousand five hundred dollars (\$2,500.00) per course. Total annual reimbursement for all college courses in any

contract year (July 1st through June 30th) shall be limited to seven thousand five hundred (\$7,500.00) per year. Effective July 1, 2020 reimbursement shall increase to three thousand five hundred dollars (\$3,500.00) per college course, and total annual reimbursement for all college courses shall increase to ten thousand five hundred dollars (\$10,500.00) per year.

b. Conferences, Seminars and Workshops. An Employee may attend one (1) or more work-related conferences, seminars, or workshops per year. The Town shall reimburse an Employee for fees and expenses, lodging, travel and/or mileage up to five hundred dollars (\$500.00) per conference, seminar, or workshop. Total annual reimbursement for conferences, seminars, and workshops in any contract year (July 1st through June 30th) shall be limited to one thousand and five hundred dollars (\$1,500.00) per year.

25.2 Requests for Reimbursement. Reimbursement for a course, conference, seminar, or workshop must be approved in advance by the Library Director. Only courses, conferences, seminars, or workshops that have relevance to the employee's job responsibilities (as determined in the sole discretion of the Library Director) will be eligible for approval.

a. All Requests for reimbursement shall be submitted in writing, using electronic e-mail, to the Library Director prior to the start of the course, conference, seminar, or workshop. The employee will attach documentation supporting his/her request for reimbursement. The documentation shall specify the costs for which the employee is seeking reimbursement (up to the maximums and annual limits listed above). Absent circumstances beyond the control of the employee, no reimbursement shall be made for costs which are not submitted for approval prior to the start of a course, conference, seminar, or workshop and accompanied by relevant documentation.

b. The Library Director will review all requests for reimbursement in the order in which they are received and shall notify each employee of approval or disapproval in writing, via electronic e-mail, within ten (10) workdays of receiving the request.

c. The Director will cease reviewing requests for reimbursement once the total cost for approved courses, conferences, seminars, or workshops reaches the annual limits listed above.

d. Notwithstanding the limits per employee listed above, in any contact year when funds remain available, an employee may submit a request for reimbursement or additional reimbursement up to the total cost of any courses, conference, seminar, or workshop completed during the contract year, provided the total annual reimbursement limits shall not be exceeded. In a case where multiple requests are received, any remaining funds shall be allocated and distributed equally.

25.3 Reimbursement. An employee shall initially pay the cost of an approved college course, conference, seminar, or workshop and will be reimbursed as follows:

a. The employee shall provide documentation satisfactory to the Library Director confirming that he/she completed an approved course and received a passing grade.

b. The employee provides documentation satisfactory to the Library Director confirming his/her attendance at a conference, seminar, or workshop.

Within thirty (30) days of the Library Director's receipt of the documentation listed above, reimbursement shall be provided to the employee.

ARTICLE 26

HEALTH AND SAFETY

26.1 If the air conditioning, electrical, heating, plumbing, water supply or septic systems at the Lynnfield Public Library are not functioning properly, or cannot be made to function due to a mechanical or electrical problem, including the loss of power, then the staff shall immediately notify the Library Director who will make a determination on whether to open the Library, or to remain open. If staff are unable to make contact with the Library Director then the Town Administrator shall be notified, and he/she will make the determination on whether the Library will open, or remain open. If staff are unable to make contact with the Town Administrator then the Library shall be closed, or remain closed.

26.2 If the temperature in the library shall fall below 60 degrees or rise over 87 degrees for more than one work day then employees shall be dismissed until the temperature in the library can be maintained between 60 and 87 degrees.

26.3 Any employee normally scheduled to work on a day when the library is closed, or closes early under the provisions of this Article shall suffer no loss of pay, and will be compensated for all hours worked and/or scheduled.

a. An employee normally scheduled to work on the date of closure shall not be required to work from home.

b. Any employee, who with the knowledge and consent of the Library Director or his/her designee works from home on a day when the library is closed shall receive compensatory time at the rate of time and one half and for all hours worked or any portion thereof.

26.4 Any employee scheduled to work on a day when the library is closed, or closes early under the provisions of this Article, who has taken a Personal Leave, Sick Leave, or Vacation Leave on a day when the Library is closed, shall not have the Personal Leave, Sick Leave, or Vacation Leave deducted from their current personal leave balance.

26.5 All employees who work less than twenty (20) hours per week will be granted up to three (3) Emergency Weather Days per year. On a day when weather conditions make travel unsafe, the State of Massachusetts declares a weather related "State of Emergency" including Essex County, and the Lynnfield Public Library does not close, then an employee may at his/her own discretion elect to use one (1) of three (3) Emergency Weather Days, and without loss of pay.

ARTICLE 27 **COMPENSATION**

27.1 Effective and retroactive to July 1, 2022, the Classification and Compensation Schedule attached hereto as Appendix A shall be in effect.

27.2 Employees shall progress to the next step after twelve (12) months of service in a Step on his/her anniversary date of hire. Effective July 1, 2024, current members of the bargaining unit on Step 7 or above shall advance one (1) Step each year, on their anniversary date of hire, until they reach Step 15. All other members of the bargaining unit and any employee hired after the ratification of the 2022-2025 agreement shall advance one (1) Step each year until they reach Step 5, and then advance one (1) Step every two (2) years until they reach Step 15, on their anniversary date of hire.

ARTICLE 28
PERSONNEL FILES/CRIMINAL BACKGROUND CHECKS

28.1 Personnel Files. The employer will maintain only one (1) Personnel File for each employee who is a member of the bargaining unit. No documents related to any grievance or arbitration filed by or on behalf of an employee in accordance with Articles 4 or 5 of this agreement shall become part of an employee's Personnel File. All documents placed in an employee's Personnel File shall not be considered a Public Record per the Privacy Exemption under the Massachusetts Public Records Law, MGL, c. 4, §7(26)(c). No document shall be placed in an employee's Personnel File unless he/she is first provided with a copy of the record. An employee shall have the ability to respond in writing to any document placed in their Personnel File, and such response shall remain a part of the employee's Personnel File, attached to said document, for so long as the record remains in their file. Bargaining unit members may examine her/his Personnel File after they have given a twenty-four (24) hour notice to the Town Manager or his/her designee, and shall upon written request be provided a copy of any documents contained therein.

28.2 Criminal Background Checks. Employees of the Public Library shall be subject to Criminal Background Checks (hereinafter collectively referred to as "Criminal Offender Record Information" or "CORI" Checks) consistent with the Town of Lynnfield CORI Policy and applicable state law, upon hiring as a condition of employment. Notwithstanding the Town of Lynnfield CORI Policy, employees who have completed their probationary period shall not be subject to random or on-demand CORI Checks except for good cause.

a. In implementing CORI Checks, the Town agrees that the Town Administrator and his confidential administrative assistant shall be the individuals responsible for requesting, reviewing and handling CORI information. The Town Administrator may allow the Library Director to review such CORI information in the Town Administrator's office, where the Town Administrator determines that the Library Director's review of such information is appropriate.

b. All CORI information on members of the bargaining unit shall be maintained in a locked file cabinet(s) in the office of the Town Treasurer. Access to such files shall be limited to the individuals set forth in Paragraph 29.2a above.

c. Employees of the Public Library who have direct and unmonitored contact with children in the Lynnfield Public Schools may be required to submit to a national fingerprint-based criminal background check pursuant to MGL c. 71 §38R (hereinafter "Fingerprint-Based Background Check"), and shall be reimbursed by the Town for any fees associated with said background check.

d. Members of the bargaining unit shall be required to complete a CORI Request Form and any other required authorizations prior to the filing of such request by the Town. Use of this form shall serve as the member's notice that the CORI Check and/or Fingerprint-Based Background Check is being performed. Upon a member's written request, he/she shall be provided with access to any report issued from the Criminal History Systems Board.

ARTICLE 29 **EVALUATION**

29.1 The Evaluation of all members of the bargaining unit will be conducted annually in accordance with the Evaluation Procedure attached as Appendix B.

29.2 The Evaluation of members of the bargaining unit will be conducted using the Lynnfield Public Library Evaluation Form attached as Appendix C.

ARTICLE 30 **DURATION**

30.1 This Agreement shall be effective as of July 1, 2022 and shall continue in full force and effect until June 30, 2025, and shall thereafter be renewed automatically from year to year unless written notice of a desire to amend the terms of the Agreement is sent by one party to the other on or before January 1, 2025.

WHEREFORE, the parties have executed this Agreement on this **27th** day of **March 2023**.

For the Town of Lynnfield

For the Lynnfield Library Staff Association, Local 4928, MLSA, AFT, AFT Massachusetts, AFL-CIO

Philip B. Crawford
Philip B. Crawford (Mar 28, 2023 09:34 EDT)

Patricia K Kelly
Patricia K Kelly (Mar 27, 2023 12:04 EDT)

~~Katherine Decker~~
Katherine Decker (Mar 27, 2023 12:08 EDT)

Walter Armstrong
Walter Armstrong (Mar 27, 2023 12:09 EDT)

APPENDIX A
CLASSIFICATION AND COMPENSATION SCHEDULE

(FY2023) JULY 1, 2022 - JUNE 30, 2023										
NON-PROFESSIONAL CLASSIFICATIONS										
GRADE/TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 10	STEP 15	STEP 20	STEP 25	STEP 30
1 Library Technician	17.4817	18.1217	18.7617	19.4017	20.0417	20.6817	21.3217	21.9617	22.6017	23.2417
2 Senior Library Technician	19.8165	20.4765	21.1365	21.7965	22.4565	23.1165	23.7765	24.4365	25.0965	25.7565
3 Staff Librarian/Administrative Assistant	22.7058	23.3958	24.0858	24.7758	25.4658	26.1558	26.8458	27.5358	28.2258	28.9158
4 Circulation Services Librarian	24.4568	25.1468	25.8368	26.5268	27.2168	27.9068	28.5968	29.2868	29.9768	30.6668
PROFESSIONAL CLASSIFICATIONS										
GRADE/TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 10	STEP 15	STEP 20	STEP 25	STEP 30
5 Asst Director/Head Public Services	30.8628	31.7128	32.5628	33.4128	34.2628	35.1128	35.9628	36.8128	37.6628	38.5128
6 Department Head	28.0029	28.8129	29.6229	30.4329	31.2429	32.0529	32.8629	33.6729	34.4829	35.2929
FY2023 Rates Effective and Retroactive to July 1, 2022										
(FY2024) JULY 1, 2023 - JUNE 30, 2024										
NON-PROFESSIONAL CLASSIFICATIONS										
GRADE/TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 7	STEP 9	STEP 11	STEP 13	STEP 15
1 Library Technician	18.4841	19.1369	19.7897	20.4425	21.0953	21.7481	22.4009	23.0537	23.7065	24.3593
2 Senior Library Technician	20.8860	21.5592	22.2324	22.9056	23.5788	24.2520	24.9252	25.5984	26.2716	26.9448
3 Staff Librarian/Administrative Assistant	23.8637	24.5675	25.2713	25.9751	26.6789	27.3827	28.0865	28.7903	29.4941	30.1979
4 Circulation Services Librarian	25.6497	26.3535	27.0573	27.7611	28.4649	29.1687	29.8725	30.5763	31.2801	31.9839
PROFESSIONAL CLASSIFICATIONS										
GRADE/TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 7	STEP 9	STEP 11	STEP 13	STEP 15
5 Asst Director/Head Public Services	32.3471	33.2141	34.0811	34.9481	35.8151	36.6821	37.5491	38.4161	39.2831	40.1501
6 Department Head	29.3892	30.2154	31.0416	31.8678	32.6940	33.5202	34.3464	35.1726	35.9988	36.8250
FY2024 Rates are Effective July 1, 2023										
(FY2025) JULY 1, 2024 - JUNE 30, 2025										
NON-PROFESSIONAL CLASSIFICATIONS										
GRADE/TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 7	STEP 9	STEP 11	STEP 13	STEP 15
1 Library Technician	18.8538	19.5197	20.1855	20.8514	21.5172	22.1831	22.8489	23.5148	24.1806	24.8464
2 Senior Library Technician	21.3037	21.9904	22.6771	23.3637	24.0504	24.7371	25.4237	26.1104	26.7971	27.4837
3 Staff Librarian/Administrative Assistant	24.3410	25.0589	25.7767	26.4946	27.2125	27.9304	28.6482	29.3661	30.0840	30.8019
4 Circulation Services Librarian	26.1627	26.8806	27.5984	28.3163	29.0342	29.7521	30.4699	31.1878	31.9057	32.6236
PROFESSIONAL CLASSIFICATIONS										
GRADE/TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 7	STEP 9	STEP 11	STEP 13	STEP 15
5 Asst Director/Head Public Services	32.9940	33.8784	34.7627	35.6471	36.5314	37.4157	38.3001	39.1844	40.0688	40.9531
6 Department Head	29.9770	30.8197	31.6624	32.5051	33.3479	34.1906	35.0333	35.8760	36.7187	37.5614
FY2025 Rates are Effective July 1, 2024										

APPENDIX A

CLASSIFICATION AND COMPENSATION SCHEDULE

Effective July 1, 2023, current members of the bargaining unit shall advance on the Compensation and Classification Schedule according to the following migration chart:

LASTNAME	FIRSTNAME	DOH	YOS FY2023	GRADE	FY2023 STEP	FY2024 STEP	FY2025 STEP
Carbone	Joan	8/10/2022	0.0	Staff Librarian	1	2	3
Close	Maxwell	11/15/2022	0.0	Library Technician	1	2	3
Decker	Katherine	11/15/2010	12.0	Department Head	10	7	9
Huntington	Rachel	10/3/2022	0.0	Staff Librarian	1	2	3
Kampas	Barbara	9/9/2019	3.0	Staff Librarian	4	5	5
Kelly	Patricia	10/5/1998	24.0	Department Head	20	11	13
Klements	Marita	10/11/2022	0.0	Assistant Director	2	3	4
Lambright	Alexandra	4/15/2021	2.0	Department Head	1	2	3
Landergan	Kathe	3/15/2016	7.0	Staff Librarian	5	7	9
Lenehan	Beverly	7/11/2007	15.0	Library Technician	15	9	11
Lilley	Nathalie	10/2/2013	9.0	Library Technician	5	7	9
Mayerson	Dawn	2/20/2008	15.0	Library Technician	15	9	11
Nutile	Patricia	9/1/2001	21.0	Staff Librarian/AdMin	20	11	13
Piske-Perlmutter	Nathasha	11/2/2022	0.0	Staff Librarian	1	2	3
Silva	Pauline	9/28/1998	24.0	Staff Librarian	20	11	13
Stevens	Spencer	10/25/2021	1.0	Department Head	2	3	4
Toomey	Jillian	11/2/2020	2.0	Library Technician	3	4	5
Totman	Samantha	10/19/2020	2.0	Staff Librarian	3	4	5
Verry	Stephanie	11/14/2022	0.0	Library Technician	1	2	3

APPENDIX B
LYNNFIELD PUBLIC LIBRARY
EVALUATION PROCEDURE

1. EVALUATION PROCEDURE.

A. The Evaluation Procedure (the Evaluation System) is designed to provide an Employee with feedback regarding his/her work performance, to enhance professionalism and accountability of staff, and to recognize professional growth. The Evaluation System will provide each Employee with feedback regarding his/her work performance assessed against agreed upon PERFORMANCE STANDARDS/INDICATORS. Each Employee will receive an OVERALL RATING consistent with the aggregate of the ratings he/she received on the PERFORMANCE STANDARDS/INDICATORS. The evaluation of members of the bargaining unit shall be the responsibility of the Library Director and shall be openly conducted by them with full knowledge of the Employee.

B. EVALUATOR. The Library Director shall be the Evaluator for all members of the bargaining unit.

C. RECORD OF EVALUATION. The parties agree that an effective evaluation process requires meaningful, ongoing, two-way communication. To facilitate this process, the parties agree that each Employee shall have a Record of Evaluation maintained as part of his/her Personnel File, pursuant to Article 29 – Personnel Files,. Each employee's Record of Evaluation shall consist of the Lynnfield Public Library Evaluation Form (the Evaluation Form) and any other documents used in the evaluation process. All evaluation documents contained in the Record of Evaluation shall remain confidential as personnel records for each member of the bargaining unit, and will not be considered a public record per the Privacy Exemption under the Massachusetts Public Records Law, M.G.L. c. 4, §7(26)(c).

D. GENERAL PROVISIONS. The Annual Evaluation of Employees shall be based upon specific examples of an Employee's work performance and other documentation collected during the current evaluation cycle.

1. The Annual Evaluation shall be conducted using the Evaluation Form in Appendix B.
2. The evaluation process must be flexible enough to provide for differences in the context of an Employee's assignment, and duties performed by the Employee.
3. The Library Director may solicit additional input from a Department Head regarding an Employee, provided the Department Head has day-to-day knowledge of the Employee's work performance through direct supervision. Any such input solicited from a Department Head will include specific examples of the Employee's performance and must be documented in the Evaluator Comments section of the Evaluation Form. A Department Head may not assign an OVERALL RATING or ratings on any PERFORMANCE STANDARDS/INDICATORS.
4. An Employee shall be provided with copies of all documents collected that will be used to evaluate his/her work performance on any of the PERFORMANCE STANDARDS/INDICATORS, at the time said documents are collected.
5. Documentation used for evaluation of the Employee shall be collected over a sufficient period of time as to make a valid assessment. An Employee shall be provided with appropriate feedback and given sufficient time to correct deficiencies in his/her performance. In response to a rating of Needs Improvement or Unsatisfactory, an Employee may submit documentation to the Library Director that they feel is relevant to their performance on any of the PERFORMANCE STANDARDS/INDICATORS. An Employee may respond in writing to any documentation used to evaluate his/her work performance. All documentation collected, and any Employee response shall become a part of the Employee's Record of Evaluation during the current evaluation cycle.

APPENDIX B
LYNNFIELD PUBLIC LIBRARY
EVALUATION PROCEDURE

6. The Library Director will ensure that an Annual Evaluation is completed and presented to an Employee, absent circumstances beyond the control of the Employer, no later than ten (10) work days prior to the Employee's anniversary date of hire.
 7. The Library Director may use the Evaluator Comments section of the Evaluation Form to provide feedback on each of the PERFORMANCE STANDARDS/INDICATORS rated. The Library Director's comments shall be based upon specific examples of the Employee's work performance, and must provide feedback on any PERFORMANCE STANDARDS/INDICATORS rated "NEEDS IMPROVEMENT" or "UNSATISFACTORY", including but not limited to a list of the STANDARDS/INDICATORS in question and any supporting documentation, the suggested actions for correcting the problem(s), and any other supports and resources available to the Employee to assist them in improving their performance.
 8. Upon completion of an Annual Evaluation the Library Director shall sign, date and present the completed Evaluation Form to the Employee along with copies of any additional documents collected and used during the current evaluation cycle.
 9. The Evaluation Form must be signed by the Library Director and delivered face-to-face, or by placing a copy in a sealed envelope in the Employee's mailbox at his/her work location, or by secure electronic notification such as the Employer's e-mail system.
 10. An employee may respond in writing to any part of the evaluation that he/she believes is incorrect or inaccurate using the Employee Response section of the Evaluation Form.
 11. The Employee shall sign and date the Evaluation Form within five (5) work days of receiving it from the Library Director. The Employee's signature indicates that he/she has received the evaluation in a timely fashion, and does not indicate agreement or disagreement with its contents.
2. PERFORMANCE RATINGS.
- A. The Evaluation System shall provide feedback for positive performance and professional growth, as well as feedback and assistance for correcting deficiencies in performance.
 - B. The Library Director will assign a rating to each PERFORMANCE INDICATOR by placing a "✓" under the appropriate rating for that INDICATOR. The Library Director will then assign a rating to each PERFORMANCE STANDARD by placing a "✓" under the appropriate rating for that STANDARD, consistent with the aggregate of the ratings assigned to all PERFORMANCE INDICATORS under that STANDARD. If a particular INDICATOR/STANDARD does not apply to the Employee being evaluated, the Library Director shall place a "✓" under the column "N/A" for that INDICATOR/STANDARD. Using his/her professional judgement, the Library Director will also assign an OVERALL RATING which is consistent with the aggregate of the ratings assigned to all PERFORMANCE STANDARDS/INDICATORS, using the following rating system:

APPENDIX B
LYNNFIELD PUBLIC LIBRARY
EVALUATION PROCEDURE

PERFORMANCE RATINGS

EXCEEDS EXPECTATIONS: Employee's performance consistently and significantly exceeds the requirements of the INDICATOR/STANDARD or Overall.

MEETS EXPECTATIONS: Employee's performance consistently meets the requirements of the INDICATOR/STANDARD or Overall.

NEEDS IMPROVEMENT: Employee's performance is below the requirements of the INDICATOR/STANDARD or Overall, but is not considered UNSATISFACTORY at this time. Improvement on this INDICATOR/STANDARD or Overall is necessary and expected.

UNSATISFACTORY: Employee's performance on an INDICATOR/STANDARD or Overall has not significantly improved following a rating of NEEDS IMPROVEMENT, or the Employee's performance is consistently below the requirements of an INDICATOR/STANDARD or Overall and is considered inadequate, or both.

3. FEEDBACK FOR IMPROVEMENT.

A. An Employee shall be provided with appropriate feedback to correct deficiencies in his/her work performance including but not limited to a list of the PERFORMANCE STANDARDS/INDICATORS in question and any supporting documentation, the suggested actions for correcting the problem(s), and any other supports and resources available to the Employee to assist them in improving their performance.

B. An Employee shall not have his/her Overall Rating lowered to "NEEDS IMPROVEMENT" or "UNSATISFACTORY" as part of his/her Annual Evaluation unless the Library Director held a meeting with the Employee during the year, and he/she was provided with a list of the PERFORMANCE STANDARDS/INDICATORS in question and any supporting documentation, the suggested actions for correcting any deficiencies noted, and any other supports and resources available to the Employee to assist them in improving their performance. This meeting shall be held at least ninety (90) days prior to the Employee's anniversary date of hire, and documented in writing.

4. GENERAL PROVISIONS.

A. The parties agree that, barring a pattern of performance of an egregious nature or where an Employee's continued employment impacts the safety of staff, or the general public; no employee shall be demoted, disciplined, discharged, or reduced in rank or compensation due to the Evaluation System during the evaluation cycle.

B. Should the Massachusetts Secretary of State or any court of competent jurisdiction determine that documents (which are part of the Evaluation System) and transmitted via secure electronic notification such as the Employer's e-mail system are a Public Record, then the parties' agree to re-open their collective bargaining agreement to negotiate over a new delivery method for these documents.

C. Violations of this article are subject to the grievance and arbitration procedures. In a situation where the process has resulted in a fair and thorough evaluation but the Library Director has missed deadlines that do not impact the fairness of the evaluation, that type of misstep should not undo an otherwise fair and thorough evaluation process.

APPENDIX C
LYNNFIELD PUBLIC LIBRARY
EVALUATION FORM

FIRST NAME

LAST NAME

DATE OF HIRE

EVALUATION DATE

D. EVALUATOR COMMENTS:

EVALUATOR COMMENTS (ATTACH ADDITIONAL PAGES AS NEEDED).

E. EMPLOYEE RESPONSE:

EMPLOYEE RESPONSE (ATTACH ADDITIONAL PAGES AS NEEDED).

Attachment(s) included.

APPENDIX D
MEMBERSHIP APPLICATION
MASSACHUSETTS LIBRARY STAFF ASSOCIATION
LOCAL 4928



FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CELL PHONE: _____

PERSONAL (NON-WORK) E-MAIL: _____

LIBRARY: _____

EMPLOYMENT STATUS: (CHECK ONE) FULL TIME PART TIME (LESS THAN 20 HOURS/WEEK)

MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION

I hereby request and accept membership in Massachusetts Library Staff Association (MLSA), Local 4928 and I agree to abide by its Constitution and Bylaws. I authorize the union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my employer.

Effective immediately, I hereby authorize and direct my Employer to deduct from my pay each pay period and transmit to Massachusetts Library Staff Association (MLSA), Local 4928 membership dues in the amount established or revised by Massachusetts Library Staff Association (MLSA), Local 4928 in accordance with the Massachusetts Library Staff Association (MLSA), Local 4928 Constitution and By-Laws. There shall be no change in the amount of dues deducted without 60 days prior notice to me by Massachusetts Library Staff Association (MLSA), Local 4928. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period.

I recognize that my authorization of dues deduction, and continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with the Internal Revenue Service ruling, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be deductible as ordinary and necessary business expenses.

SIGNATURE: _____

DATE: _____

PAYROLL/TREASURER USE ONLY

FULL DUES RATE HALF DUES RATE QUARTER DUES RATE EIGHTH DUES RATE